

## CONTRACT RENEWAL

The undersigned AGENCY and VENDOR (the PARTIES) agree to RENEW the described CONTRACT as follows:

1. DESCRIPTION OF CONTRACT BEING RENEWED:
2. TERMS AND CONDITIONS: This RENEWAL is on the same terms and conditions as the CONTRACT being renewed except as changed and described herein. All required certifications and disclosures have been made and are current.
3. RENEWAL TERM: This RENEWAL shall begin July 1, 2008 and shall run through June 30, 2010
4. COST (DESCRIBE CALCULATION AND/OR COST BASIS, IF APPLICABLE): Not-to-Exceed \$335,629.31, see Attachment A: Pricing/Compensation.
5. ATTACHMENTS:
  - 1) Attachment A: Pricing/Compensation
  - 2) Certifications
6. CHANGES FROM CONTRACT BEING RENEWED (INCLUDING COMPENSATION): No changes are prescribed; language of CONTRACT dated May 26, 2004 shall prevail except for Attachment A which was updated to include FY2009 and FY2010.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this RENEWAL to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

### VENDOR

Sullivan Reporting Company

Signature Kathleen Monterastelli

Printed Name Kathleen Monterastelli

Title President Date \_\_\_\_\_

Address 2 N. LaSalle St. Suite 1615

Chicago, IL 60602

Phone 312-782-4705 Fax 312-782-7471

E-mail kms@sullivanreportingco.com

### STATE OF ILLINOIS

Illinois Commerce Commission

Signature Tim Anderson

Printed Name Tim Anderson

Title Executive Director Date 6/23/08

Signature Mary Stephenson

Printed Name Mary Stephenson

Title General Counsel Date 6/20/08

Signature Ken Hundrieser

Printed Name Ken Hundrieser

Title State Purchasing Officer Date 06/18/08

### STATE USE ONLY

Project Title: Contract Renewal - Court Reporting Services

Procurement Method (IFB, RFP, Sole Source, etc): RFP

Award Code: B

IPB Publication Date: 6/6/08

IPB Ref. # 22015277

Subcontractors Utilized? N

Subcontractors Disclosed? N

PBC# 08-00000 034080

Renewal Contract # 7

Original Contract # 7

(Fiscal Use Only) Obligation # 7

### Pricing / Compensation

### 1. Method and Rate of Compensation.

- a. The matrix below reflects Agency's best estimate of the total need for court reporting services for Fiscal Years 2009 and 2010 in both the AGENCY's Springfield and Chicago offices.

**AGENCY Total Estimate of Court Reporting Services for Fiscal Year 2009-2010\***

Transcript Type	Ave. Annual Hours	Ave Mo. Hours	Annual Pages **	Ave. Mo. Pages	Daily Copy (Pgs)		Expedited Copy (Pgs)		% *** Chicago	% *** Sprfld
					Annual	Ave. Mo.	Ave. Annual	Ave. Mo.		
Transportation	206	18	5,865	489	0	0	0	0	65	35
Public Utility	1,069	90	17,510	1,460	0	0	0	0	70	30
ICC Meetings	24	2					600	50	50	50
<b>AGENCY Total</b>	<b>1,299</b>	<b>110</b>	<b>23,374</b>	<b>1,949</b>	<b>0</b>	<b>0</b>	<b>600</b>	<b>50</b>		

\* AGENCY estimates shown in the matrix are based upon historical Court Reporting Services needs for FY2007 and FY2008 (to date).

**\*\* The quantity in this column is for Normal Delivery transcripts and DOES NOT include transcript pages for Daily Copy, Expedited Copy or Commission Meetings, which are shown under their respective columns.**

\*\*\* This represents the percentage of total transcript effort that is attributable to each AGENCY location. Estimated quantities shown on the matrices at Attachments "A-1", "A-2", "A-3" and "A-4" reflect these percentages.

- b. **VENDOR** is awarded the **CONTRACT** for Court Reporting Services at **AGENCY**:

\_\_\_\_ Springfield Office

\_\_\_\_ Chicago Office

X Both locations

**2. FY 2009 Estimated VENDOR Compensation:**

- |  |               |
|--|---------------|
| a. Springfield Office Estimated Compensation       | \$ 44,563.67  |
| b. Chicago Office Estimated Compensation           | \$ 95,519.20  |
| c. Total Estimated Compensation for both locations | \$ 140,082.87 |

**3. FY 2010 Estimated VENDOR Compensation:**

- |  |               |
|--|---------------|
| a. Springfield Office Estimated Compensation       | \$ 52,344.48  |
| b. Chicago Office Estimated Compensation           | \$ 112,690.20 |
| c. Total Estimated Compensation for both locations | \$ 165,034.68 |

**4. Total FY2009-2010 Estimated VENDOR Compensation:**

- a. Springfield Office Estimated Compensation \$ 96,908.15  
(Add paragraph 2.a & 3.a)
- b. Chicago Office Estimated Compensation \$ 208,209.40  
(Add paragraph 2.b & 3.b)
- c. Total Estimated Compensation for both locations \$ 305,117.55  
(Add paragraph 2.c & 3.c)
- d. Without further amendment, AGENCY reserves the right to increase the annual and total CONTRACT compensation to VENDOR by a factor of up to ten percent (10%). However, total CONTRACT compensation shall not exceed the following:
  - (1) Fiscal Year 2009 \$ 154,091.16
  - (2) Fiscal Year 2010 \$ 181,538.15
  - (3) Over the Term of the CONTRACT \$ 335,629.31

5. **Expenses.** There will be no separate payments for VENDOR expenses as all expenses will be included in the Estimated VENDOR Compensation shown in paragraph 4, above.

**6. Payment Terms & Conditions.**

- a. **Payments.** Monthly, VENDOR will prepare invoices in accordance with the specifications shown in Attachment "A-2", paragraph 3 g of the original CONTRACT and present the invoice to the respective AGENCY Project Manager (see Attachment "A-2" paragraph 3 l of the original CONTRACT). VENDOR must provide separate invoices for each type of transcript taken: Transportation matters, Public Utility cases, and ICC meetings. AGENCY Project Managers will review and approve, in whole or in part, VENDOR invoices and will promptly submit said invoices for payment.
- b. **Penalties.** VENDOR shall meet the delivery terms contained within CONTRACT in Attachment "A-2" paragraph 3 c. AGENCY will track VENDOR transcript deliveries. During each CONTRACT year, VENDOR will be allowed a cumulative total of five (5) late transcripts. (Late is defined as VENDOR failing to deliver a transcript to AGENCY Project Manager by 9:00 A.M. of the business day in which it is due.) AGENCY shall inform VENDOR, in writing, on the event of each late transcript. After the fifth late transcript delivery, for each subsequent late transcript, AGENCY will reduce VENDOR compensation at the rate of one percent (1%) (of the billing rate attributable to the [late] transcript) per day until which time the late transcript(s) is received.

7. **Tax Exemption.** AGENCY's State of Illinois tax exemption number is **E9984-0855-04**. The Federal tax exemption certification is available upon request.

**Attachment A-1:**  
**Court Reporting Services at AGENCY Springfield Office**

1. For all services, VENDOR will be compensated only for actual units delivered to AGENCY.
2. Normal Electronic Posting of Transcripts to eDocket for Public Access by 9:00 A.M. of the 10<sup>th</sup> Business Day after the Hearing, Meeting or Proceeding.

a. AGENCY Estimate of Court Reporting Services for Springfield during Fiscal Year 2009\*

Service Type	Annual Hours	Ave Mo. Hours	Annual Pages **	Ave. Mo. Pages	Daily Copy (Pgs)		Expedited Copy (Pgs)	
					Annual	Ave. Mo.	Annual	Ave. Mo.
Transportation	67	6	1,909	159	0	0	0	0
Public Utility	298	25	4,886	407	0	0	0	0
<b>10th Day Total</b>	<b>365</b>	<b>31</b>	<b>6,795</b>	<b>566</b>				
ICC Meetings	12	1			0	0	300	25

\* AGENCY estimates shown in the matrix are based upon historical Court Reporting Services needs for FY2007 and FY2008 (to date).

\*\* The quantity in this column is for Normal Delivery transcripts and DOES NOT include transcript pages for Daily Copy, Expedited Copy or Commission Meetings, which are shown under their respective columns.

b. Estimated VENDOR Compensation for Normal Delivery Transcripts: **Annual Compensation**

- (1) Compensation based solely on Annual Hours  
(365 X VENDOR Price per Hour \$43.72) \$ 15,957.80
- (2) Compensation based solely on Annual Number of Transcripts  
(6,795 X VENDOR Price per Page \$3.81) \$ 25,888.95
- (3) Total compensation based on a combination of Annual Hours and Annual Pages. \$ 41,846.75

3. Estimated VENDOR Compensation for Early Delivery Transcripts:

- a. Daily Copy-ordered by a PARTY of AGENCY, Delivered NLT 9:00 A.M. the **Next Business Day**; posted onto eDocket the 10<sup>th</sup> Business Day.  
(Annual amount = 0 X VENDOR Price per Page \$7.31) \$ 0.00
- b. Expedited Copy-ordered by a PARTY or AGENCY, Delivered NLT 9:00 A.M. the **5<sup>th</sup> Business Day**; posted onto eDocket the 10<sup>th</sup> Business Day. (Annual amount – 0 X VENDOR Price per Page \$5.61) \$ 0.00
- c. For Commission Meetings, Delivered NLT 9:00 A.M. the **5<sup>th</sup> Business Day**, VENDOR used the services estimates in the matrix in paragraph 2 a of this Attachment in the ICC Meetings row, to estimate compensation:
  - (1) Compensation based solely on Annual Hours  
(12 X VENDOR Price per Hour \$43.72) \$ 524.64
  - (2) Compensation based solely on Annual Number of Transcripts  
(300 X VENDOR Price per Page \$3.81) \$ 1,143.00
  - (3) Total compensation based on a combination of Annual Hours and Annual Pages. \$ 1,667.64

**4. Other Changes.**

- a. If a previously scheduled hearing, meeting or proceeding is postponed, rescheduled or of short duration, and a REPORTER arrives to transcribe the event, VENDOR may list a minimum charge per REPORTER call.  
(Annual amount = 24 hours X VENDOR minimum charge \$43.72)

\$ 1,049.28

**5. Total FY2009 Estimated Compensation for Services, Springfield Office:**

FY2009 total from paragraphs 2 b (3), 3 c (3), & 4 of Attachment A-1

\$ 44,563.67

**Attachment A-2:**  
**Court Reporting Services at AGENCY Springfield Office**

1. For all services, VENDOR will be compensated only for actual units delivered to AGENCY.
2. Normal Electronic Posting of Transcripts to eDocket for Public Access by 9:00 A.M. of the 10<sup>th</sup> Business Day after the Hearing, Meeting or Proceeding.

a. AGENCY Estimate of Court Reporting Services for Springfield during Fiscal Year 2010\*

Service Type	Annual Hours	Ave Mo. Hours	Annual Pages **	Ave. Mo. Pages	Daily Copy (Pgs)		Expedited Copy (Pgs)	
					Annual	Ave. Mo.	Annual	Ave. Mo.
Transportation	77	6	2,196	183	0	0	0	0
Public Utility	343	29	5,619	469	0	0	0	0
<b>10th Day Total</b>	<b>420</b>	<b>35</b>	<b>7,815</b>	<b>652</b>				
ICC Meetings	12	1			0	0	300	25

\* AGENCY estimates shown in the matrix are based upon historical Court Reporting Services needs for FY2007 and FY2008 (to date).

\*\* The quantity in this column is for Normal Delivery transcripts and DOES NOT include transcript pages for Daily Copy, Expedited Copy or Commission Meetings, which are shown under their respective columns.

b. Estimated VENDOR Compensation for Normal Delivery Transcripts: **Annual Compensation**

- (1) Compensation based solely on Annual Hours  
(420 X VENDOR Price per Hour \$45.03) \$ 18,912.60
- (2) Compensation based solely on Annual Number of Transcripts  
(7,815 X VENDOR Price per Page \$3.92) \$ 30,634.80
- (3) Total compensation based on a combination of Annual Hours and Annual Pages. \$ 49,547.40

**3. Estimated VENDOR Compensation for Early Delivery Transcripts:**

- a. Daily Copy-ordered by a PARTY of AGENCY, Delivered NLT 9:00 A.M. the **Next Business Day**; posted onto eDocket the 10<sup>th</sup> Business Day.  
(Annual amount = 0 X VENDOR Price per Page \$7.53) \$ 0.00
- b. Expedited Copy-ordered by a PARTY or AGENCY, Delivered NLT 9:00 A.M. the **5<sup>th</sup> Business Day**; posted onto eDocket the 10<sup>th</sup> Business Day. (Annual amount – 0 X VENDOR Price per Page \$5.78) \$ 0.00
- c. For Commission Meetings, Delivered NLT 9:00 A.M. the **5<sup>th</sup> Business Day**, VENDOR used the services estimates in the matrix in paragraph 2 a of this Attachment in the ICC Meetings row, to estimate compensation:
  - (1) Compensation based solely on Annual Hours  
(12 X VENDOR Price per Hour \$45.03) \$ 540.36
  - (2) Compensation based solely on Annual Number of Transcripts  
(300 X VENDOR Price per Page \$3.92) \$ 1,176.00
  - (3) Total compensation based on a combination of Annual Hours and Annual Pages. \$ 1,716.36

**4. Other Changes.**

- a. If a previously scheduled hearing, meeting or proceeding is postponed, rescheduled or of short duration, and a REPORTER arrives to transcribe the event, VENDOR may list a minimum charge per REPORTER call.  
(Annual amount = 24 hours X VENDOR minimum charge \$45.03)

**\$ 1,080.72**

**5. Total FY2010 Estimated Compensation for Services, Springfield Office:**

FY2010 total from paragraphs 2 b (3), 3 c (3), & 4 of Attachment A-2

**\$ 52,344.48**

**Attachment A-3:**  
**Court Reporting Services at AGENCY Chicago Office**

1. For all services, VENDOR will be compensated only for actual units delivered to AGENCY.
2. Normal Electronic Posting of Transcripts to eDocket for Public Access by 9:00 A.M. of the 10<sup>th</sup> Business Day after the Hearing, Meeting or Proceeding.

a. AGENCY Estimate of Court Reporting Services for Chicago during Fiscal Year 2009\*

Service Type	Annual Hours	Ave Mo. Hours	Annual Pages **	Ave. Mo. Pages	Daily Copy (Pgs)		Expedited Copy (Pgs)	
					Annual	Ave. Mo.	Annual	Ave. Mo.
Transportation	124	11	3,546	296	0	0	0	0
Public Utility	696	58	11,402	950	0	0	0	0
<b>10th Day Total</b>	<b>820</b>	<b>69</b>	<b>14,948</b>	<b>1,246</b>				
ICC Meetings	12	1			0	0	300	25

\* AGENCY estimates shown in the matrix are based upon historical Court Reporting Services needs for FY2007 and FY2008 (to date).

\*\* The quantity in this column is for Normal Delivery transcripts and DOES NOT include transcript pages for Daily Copy, Expedited Copy or Commission Meetings, which are shown under their respective columns.

b. Estimated VENDOR Compensation for Normal Delivery Transcripts: **Annual Compensation**

- (1) Compensation based solely on Annual Hours  
(820 X VENDOR Price per Hour \$43.72) \$ 35,850.40
- (2) Compensation based solely on Annual Number of Transcripts  
(14,948 X VENDOR Price per Page \$3.81) \$ 56,951.88
- (3) Total compensation based on a combination of Annual Hours and Annual Pages. \$ 92,802.28

3. Estimated VENDOR Compensation for Early Delivery Transcripts:

- a. Daily Copy-ordered by a PARTY of AGENCY, Delivered NLT 9:00 A.M. the **Next Business Day**; posted onto eDocket the 10<sup>th</sup> Business Day.  
(Annual amount = 0 X VENDOR Price per Page \$7.31) \$ 0.00
- b. Expedited Copy-ordered by a PARTY or AGENCY, Delivered NLT 9:00 A.M. the **5<sup>th</sup> Business Day**; posted onto eDocket the 10<sup>th</sup> Business Day. (Annual amount – 0 X VENDOR Price per Page \$5.61) \$ 0.00
- c. For Commission Meetings, Delivered NLT 9:00 A.M. the **5<sup>th</sup> Business Day**, VENDOR used the services estimates in the matrix in paragraph 2 a of this Attachment in the ICC Meetings row, to estimate compensation:
  - (1) Compensation based solely on Annual Hours  
(12 X VENDOR Price per Hour \$43.72) \$ 524.64
  - (2) Compensation based solely on Annual Number of Transcripts  
(300 X VENDOR Price per Page \$3.81) \$ 1,143.00
  - (3) Total compensation based on a combination of Annual Hours and Annual Pages. \$ 1,667.64



**4. Other Changes.**

- a. If a previously scheduled hearing, meeting or proceeding is postponed, rescheduled or of short duration, and a REPORTER arrives to transcribe the event, VENDOR may list a minimum charge per REPORTER call.  
(Annual amount = 24 hours X VENDOR minimum charge \$43.72)

**\$ 1,049.28**

**5. Total FY2009 Estimated Compensation for Services, Chicago Office:**

FY2009 total from paragraphs 2 b (3), 3 c (3), & 4 of Attachment A-3

**\$ 95,519.20**

**Attachment A-4:**  
**Court Reporting Services at AGENCY Chicago Office**

1. For all services, VENDOR will be compensated only for actual units delivered to AGENCY.
2. Normal Electronic Posting of Transcripts to eDocket for Public Access by 9:00 A.M. of the 10<sup>th</sup> Business Day after the Hearing, Meeting or Proceeding.

a. AGENCY Estimate of Court Reporting Services for Chicago during Fiscal Year 2010\*

Service Type	Annual Hours	Ave Mo. Hours	Annual Pages **	Ave. Mo. Pages	Daily Copy (Pgs)		Expedited Copy (Pgs)	
					Annual	Ave. Mo.	Annual	Ave. Mo.
Transportation	143	12	4,078	340	0	0	0	0
Public Utility	801	67	13,112	1,093	0	0	0	0
<b>10th Day Total</b>	<b>944</b>	<b>79</b>	<b>17,190</b>	<b>1,433</b>				
ICC Meetings	12	1			0	0	300	25

\* AGENCY estimates shown in the matrix are based upon historical Court Reporting Services needs for FY2007 and FY2008 (to date).

\*\* The quantity in this column is for Normal Delivery transcripts and DOES NOT include transcript pages for Daily Copy, Expedited Copy or Commission Meetings, which are shown under their respective columns.

b. Estimated VENDOR Compensation for Normal Delivery Transcripts: **Annual Compensation**

- (1) Compensation based solely on Annual Hours  
(944 X VENDOR Price per Hour \$45.03) \$ 42,508.32
- (2) Compensation based solely on Annual Number of Transcripts  
(17,190 X VENDOR Price per Page \$3.92) \$ 67,384.80
- (3) Total compensation based on a combination of Annual Hours and Annual Pages. \$ 109,893.12

**3. Estimated VENDOR Compensation for Early Delivery Transcripts:**

- a. Daily Copy-ordered by a PARTY of AGENCY, Delivered NLT 9:00 A.M. the **Next Business Day**; posted onto eDocket the 10<sup>th</sup> Business Day.  
(Annual amount = 0 X VENDOR Price per Page \$7.53) \$ 0.00
- b. Expedited Copy-ordered by a PARTY or AGENCY, Delivered NLT 9:00 A.M. the **5<sup>th</sup> Business Day**; posted onto eDocket the 10<sup>th</sup> Business Day. (Annual amount – 0 X VENDOR Price per Page \$5.78) \$ 0.00
- c. For Commission Meetings, Delivered NLT 9:00 A.M. the **5<sup>th</sup> Business Day**, VENDOR used the services estimates in the matrix in paragraph 2 a of this Attachment in the ICC Meetings row, to estimate compensation:
  - (1) Compensation based solely on Annual Hours  
(12 X VENDOR Price per Hour \$45.03) \$ 540.36
  - (2) Compensation based solely on Annual Number of Transcripts  
(300 X VENDOR Price per Page \$3.92) \$ 1,176.00
  - (3) Total compensation based on a combination of Annual Hours and Annual Pages. \$ 1,716.36

**4. Other Changes.**

- a. If a previously scheduled hearing, meeting or proceeding is postponed, rescheduled or of short duration, and a REPORTER arrives to transcribe the event, VENDOR may list a minimum charge per REPORTER call.  
(Annual amount = 24 hours X VENDOR minimum charge \$45.03)

\$ 1,080.72

**5. Total FY2010 Estimated Compensation for Services, Chicago Office:**

FY2010 total from paragraphs 2 b (3), 3 c (3), & 4 of Attachment A-4

\$112,690.20

## CERTIFICATIONS

**LEGAL ABILITY TO CONTRACT:** Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 1) Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 2) Vendor is not in default on an educational loan (**5 ILCS 385/3**).
- 3) Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
- 4) Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (**30 ILCS 500/25-80**).
- 5) Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
- 6) If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).
- 7) If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false (**30 ILCS 500/50-10.5**).
- 8) Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false (**30 ILCS 500/50-11**) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**30 ILCS 500/50-60**).
- 9) Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (**30 ILCS 500/50-12**) and acknowledge that failure to comply can result in the contract being declared void.

- 10) Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. **(30 ILCS 500/50-14)**
- 11) Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
- 12) Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- 13) Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50)**.
- 14) Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
- 15) Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 **(30 ILCS 582)**.
- 16) Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
- 17) Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
- 18) Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.
- 19) Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.
- 20) Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 **(PA 94-0264)**.
- 21) Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act **(410 ILCS 45)** are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".
- 22) In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception **(30 ILCS 565)**.

- 23) Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- 24) **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
- 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
  - 2) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).
  - 3) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.

VENDOR (show Company name and DBA)

SULLIVAN REPORTING Co.

Signature Kathleen Monterastelli

Printed Name KATHLEEN MONTERASTELLI

Title PRESIDENT Date 6.10.08

Address 2 N. LA SALLE

STE 1615

CHICAGO, IL 60602